WILLS—ADEMPTION—SALE OF PROPERTY BY TESTATOR.—The testator's will provided that his daughters' entire share in his estate should be the personal property of which he died possessed, and that if this did not equal $800 his sons should make up the deficiency. The will further directed the executor to sell his farm and convert the same into cash, and continued: "After said sale . . . I give, devise and bequeath unto my two sons . . . the entire rest and residue of my estate, . . ." During his lifetime the testator sold the farm, apparently with the intention of disinheriting the sons. *Held,* the sons should receive the proceeds of the sale. *In re Manshaem's Estate* (Mich. 1919) 173 N. W. 483.

In construing a will, the rule is to give effect to the intention of the testator as expressed in the will as a whole, *In re Blodgett's Estate* (1917) 197 Mich. 455, 163 N. W. 907, and his intention as thus determined controls as to whether a bequest is specific or demonstrative. *Bills* v. *Putnam* (1888) 64 N. H. 554, 15 Atl. 138. A change in the form of property does not *per se* work an ademption, *Connecticut T. & S. Deposit Co.* v. *Chase* (1903) 75 Conn. 83, 55 Atl. 171, nor does a mingling of the changed property with other property. *Teel* v. *Hilton* (1899) 21 R. I. 227, 42 Atl. 1111. Where property or proceeds are left in the alternative, a sale by the testator does not effect a revocation. *Hoffmann* v. *Steubing* (1906) 49 Misc. 157, 98 N. Y. Supp. 706; *Nooe* v. *Vannoy* (1861) 59 N. C. 185. The court in the instant case seems properly to have construed the will as being a bequest of the proceeds of the sale, *Missouri Baptist Sanitarium* v. *McCune* (1905) 112 Mo. App. 332, 87 S. W. 93, and as entitling the sons to them. *Cf. Miller's Exr.* v. *Malone, etc.* (1900) 109 Ky. 133, 58 S. W. 708.

WITNESSES—PERJURY—INTENT—BELIEF IN TRUTH OF TESTIMONY.—Where a witness testified absolutely as to a statement made supposedly in his presence and later signed an affidavit which showed that he was told of it by another, *held,* one judge dissenting, that since he probably believed the other party, his testimony was not wilfully false, and therefore not perjury. *People* v. *Redmond* (App. Div., 2nd Dept., 1919) 178 N. Y. Supp. 120.

The code reads: "An unqualified statement of that which one does not know to be true is equivalent to a statement of that which he knows to be false," N. Y. Consol. Laws c. 40 (Laws of 1909 c. 88) § 1626. The court interpreted this in the light of the statutory definition of perjury, N. Y. Consol. Laws c. 40 (Laws of 1909 c. 88) § 1620, as identical clauses in the codes of other states are construed. *Pilgrim* v. *State* (1909) 3 Okla. Crim. 49, 104 Pac. 383; see *People* v. *Senegram* (1915) 27 Cal. App. 301, 149 Pac. 786. And to constitute perjury the statement must be wilfully false. Where a witness honestly believes what he swears to, his oath is not wilfully false, *People* v. *Dishler* (N. Y. 1885) 38 Hun 175; *State* v. *Lazarus* (1917) 181 Iowa 625, 164 N. W. 1037; see *Smith* v. *Hubbell* (1906) 142 Mich. 637, 106 N. W. 547, even though he swears rashly, see *Mathes* v. *State* (Okla. 1919) 177 Pac. 120; *United States* v. *Shellmire* (C. C. 1831) Fed. Cas. No. 16,271, and even though a little diligence would have enabled him to have discovered its falsity. *Pilgrim* v. *State, supra.* Two decisions have held *contra,* where the witness did not have reasonable ground for his belief. *State* v. *Knox* (1867) 61 N. C. 312; *Commonwealth* v.